

THIS DOES NOT  
CIRCULATE

Clerk Bd 11/1978-12/31/80  
Prob-contr.

11/1/78 - 12/31/80

CAPE MAY COUNTY COURT

In the Matter of the Approval of :  
Cape May County Probation Contract :  
negotiated pursuant to Chapter 303 of :  
the Laws of 1968 :  
\_\_\_\_\_

ORDER

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Public Relations

JUL 26 1979

RUTGERS UNIVERSITY

Notice having been given pursuant to Law and a hearing having been  
held pursuant to said Notice wherein the Board of Chosen Freeholders in  
and for the County of Cape May was given an opportunity to be heard; and  
Court having heard witnesses and statements of the negotiators;

It is on this 18th day of September 1978, ORDERED that the Cape May  
County Probation Contract in the form as negotiated pursuant to Chapter  
303 of the Laws of 1968 be and it is hereby approved.

And, it appearing that said Probation Contract while setting and increasing  
salary ranges of Principal Probation Officers, Senior Probation Officers  
and Probation Officers does not provide benefits for the Chief Probation  
Officer and it is deemed fair and proper that some adjustment be made in  
the compensation of the Chief Probation Officer.

It is further ORDERED that the compensation of the Chief Probation  
Officer of the County of Cape May, William F. Hewitt, be and it is hereby

*in 6th St. b*  
Based on Grade 23 of the 1978 salary schedule of Cape May County effective  
January 1, 1978 and said Chief Probation Officer shall receive all other fringe  
benefits provided in said contract.



JAMES A. O'NEILL, JUDGE  
CAPE MAY COUNTY COURT

### Article I - Agreement

This agreement is entered into this 18 <sup>th</sup> day of September, 1978 by and between the Judges of the County Court of Cape May, New Jersey (hereinafter referred to as the Judges) and the Cape May County Probation Officers' Association (hereinafter referred to as Association).

### Article II - Recognition

The Judges hereby recognize the Association pursuant to Chapter 123 of the Laws of 1974, as amended, as the sole and exclusive representative of the Principal Probation Officers II, Senior Probation Officers and Probation Officers of the Cape May County Probation Department (hereinafter referred to collectively as probation officers) to negotiate matters relating to salaries and terms and conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-1 et.seq.

### Article III - Salaries

#### Section 1

Effective January 1, 1978 probation officer salary ranges shall be established as follows:

	Probation Officer	Senior P.O.	Principal P.O. II
Minimum	\$12,118	\$13,303	\$15,223
Step 2	13,092	14,369	16,451
Step 3	14,067	15,434	17,659
Step 4	15,042	16,499	18,848
Step 5	16,016	17,564	20,058
Step 6	16,991	18,624	21,268

Effective January 1, 1978 each permanent probation officer shall receive a salary adjustment equal to one step in the new range (see Section 1) above the step occupied in the old range as of December 31, 1977.

#### Section 3

Effective January 1, 1979 each permanent probation officer shall receive a salary adjustment equal to a one step increase over the officer's December 31, 1978 salary.

Section 4

Effective January 1, 1980 probation officer salary ranges shall be established as follows:

	Probation Officer	Senior P.O.	Principal P.O. II
Minimum	\$12,696	\$14,525	\$15,959
Step 2	13,716	15,679	17,220
Step 3	14,733	16,836	18,481
Step 4	15,752	17,989	19,744
Step 5	16,769	19,145	21,004
Step 6	17,787	20,300	22,265

Section 5

Effective January 1, 1980 each permanent probation officer shall receive a salary adjustment equal to one step in the new range (see Section 4) above the step occupied in the old range as of December 31, 1979.

*Longevity Article - Page 3*

Article IV - AutomobilesSection 1

As authorized by N.J.S.A. 2A:168-8, a probation officer when designated by the Chief Probation Officer to use his/her private vehicle on probation department business shall be reimbursed at the prevailing county mileage rate, currently at 14¢ per mile. Probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage travelled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

Section 2

This subject may be reopened for negotiation if the current 14¢ per mile rate does not increase and the costs of gasoline increase substantially during the term of the contract.

Article V - Retirement BenefitsSection 1

Probation officers of the Cape May County Probation Department shall receive the same retirement

benefits as are provided generally to other employees of the county.

### Section 2

Probation officers of the Cape May County Probation Department shall be entitled to receive upon retirement, a lump sum cash payment equal to 50% of their accrued sick leave credits up to the maximum designated by Chapter 130 of Public Laws of 1973.

### Article VI - Longevity

Probation officers shall continue to receive longevity payments as are granted to Cape May County employees generally. If during the period covered by this agreement, the county grants to its employees generally any increase in longevity payments, such increase shall simultaneously be awarded to the probation officers.

### Article VII - Educational Awards

#### Section 1

Effective January 1, 1978 probation officers who have, or who shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges shall be entitled to an annual award of \$225. This award shall be prorated where applicable from the date of completion of all the requirements for the degree and submission of satisfactory evidence of such attainment to the Chief Probation Officer.

#### Section 2

Effective January 1, 1978 probation officers who have, or who shall hereafter obtain a Doctorate Degree from an accredited college or university pursuant to the regulations in Section 1, shall be entitled to an annual award of \$325. This award shall be prorated in accordance with Section 1.

#### Section 3

The decision of the Chief Probation Officer and the Judge as to the fields of study eligible under this Article shall be final and not subject to further appeal.

Section 4

Each probation officer who earns at least 10 credits in the pursuit of a Master's Degree in the appropriate areas (see Section 1) shall receive an annual award of \$75.00. It is understood that payment of this partial credit award shall be limited to a maximum of 3 years. This award shall be prorated where applicable from the date of completion of the 10 credits and submission of satisfactory evidence of such attainment to the Chief Probation Officer.

Article VIII - Tuition Reimbursement

Probation officers shall receive financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations:

1. Prior approval in writing must be secured from the Chief Probation Officer;
2. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or in a field of study related to probation as determined by the Chief Probation Officer and approved by the Judges;
3. Probation officers must receive a passing grade in the course in order to be entitled to any reimbursement and must submit proof to the Chief Probation Officer;
4. The amount of reimbursement will be 50% of total tuition costs of the approved courses, up to the maximum allotted by the county budget; and,
5. The decision of the Chief Probation Officer and the Judges is final and shall not be subject to further appeal.

Article IX - Supper Allowance

Probation officers who are directed to remain on duty through the supper hour (6:00 P.M.) may receive

1978-1980 Cape May County Probation Collective Agreement

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a supper allowance subject to the advance approval of the Chief Probation Officer. Probation officers traveling outside of the county through the supper hour at the direction of the Chief Probation Officer shall also be entitled to a supper allowance. Reimbursement of these expenses shall be paid in accordance with the provisions of N.J.S.A. 2A:168-8.

ARTICLE X - Vacation and Other Leave Credits

Section 1

Pursuant to R. 1:30-5(b), probation officers of the Cape May County Probation Department shall receive the same vacation and other leave credits as are provided generally to other employees of the county. Presently, permanent probation officers are entitled to the following vacation credits:

Length of Service

	<u>Number of Days</u>
1st year	1 per full month employed
2nd - 10th year	12 annually
11th - 20th year	15 annually
10+ years	17 annually

Unused vacation credits may be carried into the succeeding year only, subject to departmental and county policy limitations.

Section 2

The principle of seniority shall govern the selection and scheduling of vacation periods provided that there is no disruption of normal operations, as determined by the Chief Probation Officer. Seniority in title shall be determined by the length of employment a probation officer has served, commencing with the date of permanent appointment in accordance with Civil Service rules and regulations.

Article XI - Sick Leave

Section 1

Probation officers of the Cape May County Probation Department shall receive the same sick leave allowance as is provided generally to other employees of the county. Presently, sick leave with pay shall accrue to any probation officer on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment, and working days in every calendar year thereafter.

Section 2

Any amount of sick leave allowance not used in a calendar year shall accumulate to the next calendar year.

Section 3

The use, recording and accumulation of sick leave shall be consistent with N.J.S.A. 11:24A, Civil Service Rules and Regulations, and other appropriate statutes and court rules.

## Article XII - Holidays

Section 1

Probation officers shall be entitled to all legal holidays and such other days off as shall be determined by the judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st . . . . .	New Years' Day
January 15th. . . . .	Martin Luther King's Birthday
February 12th . . . . .	Lincoln's Birthday
3rd Monday in February. . . . .	Washington's Birthday
Last Monday in May. . . . .	Memorial Day
July 4th. . . . .	Independence Day
1st Monday in September . . . . .	Labor Day
2nd Monday in October . . . . .	Columbus Day
November 11th . . . . .	Armistice or Veterans Day
4th Thursday in November. . . . .	Thanksgiving Day
December 25th . . . . .	Christmas Day
Good Friday and General Election Day.	

Section 2

If any probation officer is required to work a legal holiday or other day off granted by the judiciary, the officer shall be granted an equivalent amount of time off.

## Article XIII - Health and Welfare Benefits

Probation officers shall continue to be provided with all health and welfare benefits presently granted to Cape May County employees generally. The benefits include but are not limited to a non-contributory medical health insurance plan, a non-contributory major medical insurance plan and a non-contributory life insurance plan. If during the period covered by this agreement, the county grants to its employees generally any additional health and welfare benefits, such as an optical, drug or dental plan, or provides any expanded coverage, such benefits shall simultaneously be awarded to probation officers.

## Article XIV - Association Business

Section 1

The Association shall furnish to the Chief Probation Officer the names of two probation officers who are to be designated

as Association stewards for the purpose of handling grievances. One officer shall be the primary representative with the second officer acting as assistant and/or supportive representative.

## Section 2

Time off with pay shall be provided for official representatives of the Association, not to exceed two employees for the purpose of handling employee grievances and to attend their organization's national and state meetings, provided such time off is in adherence to N.J.S. 38:23-2, and is not in excess of five days in each calendar year, is otherwise reasonable; and does not interfere with the officer's official duties and functions. Such leave shall be regulated by the Chief Probation Officer or a duly designated subordinate.

## Article XV - In-Service Training

### Section 1

The Chief Probation Officer shall furnish to the Association information on in-service training, as the information is received.

### Section 2

Probation officers shall be granted authority to participate in seminars and in-service training courses as they may be established by the Administrative Office of the Courts provided that such courses are timely scheduled and are considered to be appropriate and that there is no disruption of normal operations. Information on training seminars and courses sponsored by agencies other than the Administrative Office of the Courts that come to the attention of the department will be posted. Probation officers wishing to attend such seminars and courses will submit a request to the Chief Probation Officer to be reviewed. With approval of the Chief Probation Officer and the County Court Judges, the selected probation officers may attend such seminars and courses. Determination as to reimbursement for all or any part of the costs associated with approved attendance will be made by the Chief Probation Officer and the County Court Judges with appropriate consideration being given to budgetary provisions.

## Article XVI - Leaves of Absence

Pursuant to N.J.A.C. 4:1-17.2, the Judges may, for good reason, grant the privilege of a leave of absence without pay to any probation officer for a period not to exceed six (6) months at any time. Such leaves of absence may be renewed for an additional period not to exceed six (6) months.

## Article XVII - Provisional Appointment

Pursuant to N.J.A.C. 4:1-7.3(c), any probation officer who receives a provisional appointment from the Judges to serve for an extended or indefinite period in a position higher than his/her permanent position shall be entitled to and shall receive at least the established minimum salary for the higher position, during the period such appointment is in effect.

## Article XVIII - Managements Rights

### Section 1

To ensure the effective and efficient administration of the duties and responsibilities vested in the probation department by statute, court rule and judicial policy, the Judges of the County Court and Management hereby reserve and retain unto itself all the power, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this agreement. Among the rights which Management retains, but not limited to them, are the following:

1. To manage and administer the affairs and operations of the probation department;
2. To direct its working forces and operations;
3. To hire, promote, assign and transfer personnel;
4. To schedule and determine work assignments;
5. To demote, suspend, discharge or otherwise take action of a disciplinary nature against "provisional or temporary" employees;
6. To demote, suspend, discharge or otherwise take disciplinary action for just cause against "permanent" employees in accordance with applicable statutes and court rules;
7. To promulgate rules and regulations from time-to-time, which may affect the orderly and efficient administration of the probation department. It is understood that such rules and regulations as ordered by statute, court rule, or court policy, may be instituted without prior notice and that other regulations covering local working conditions will be instituted upon notification by the Chief Probation Officer, which need not be in writing.

### Section 2

The parties of this agreement acknowledge that the New Jersey Constitution, statutes and court rules provide for the

involvement of the Chief Justice and the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of probation services. They hereby recognize I agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

### Section 3

The Judges and Management's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this agreement and to the extent same conform to the court rules and other laws of New Jersey and the United States.

### Section 4

Nothing contained in this agreement shall operated to restrict the Judges and Management in the exercise of its rights, responsibilities and authority pursuant to the laws of this state or of the United States.

## Article XIX - Grievance Procedure

As authorized by N.J.S.A. 34:13A-5.3 and in conformance with the provisions of P.E.R.C. Rules 19:12-5.3 and 19:12-5.4, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions effecting them, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

### Step 1

The grievance shall first be taken to the officer's immediate supervisor, e.g., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;

### Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent;

Step 3  
If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following two options for a final determination of the grievance:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or,
- (b) He may appeal to the County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate any Court employee or other representative who is not an employee of the Courts to hear and make recommendations to them for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing, or by a bona fide member of the Association designated to represent him pursuant to this agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedure established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.  
(N.J.S.A. 34:13A-5.3)

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure shall be held after the normal work day.

#### Article XX - Savings Clause

Should any article, section, or provision of this agreement be found illegal, unenforceable, null, void or in violation of any law or any rule or any decision having the force and effect of law, all other articles, sections and provisions of this agreement shall remain, nonetheless, in full force and effect.

#### Article XXI - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties of all bargainable issues, subject to the rights of the parties to reopen discussion of any such issue, but only by the mutual consent and upon the happening of some unforeseen event.

## Article XXII - Duration of Contract

Section 1

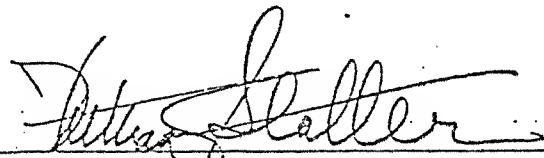
The provisions of this agreement shall be retroactive to January 1, 1978, and shall remain in full force and effect until December 31, 1980. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

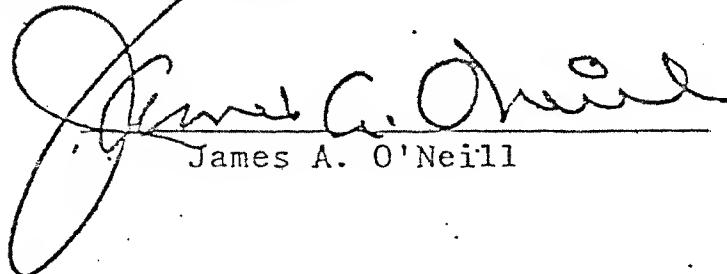
A written notice to terminate or modify this contract is required to be given at least 60 days prior to December 31, 1980.

In witness of this agreement, the parties to it have affixed their signatures this 18th day of September 1978.

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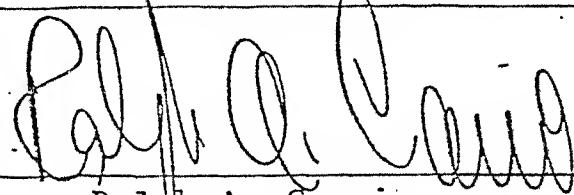
FOR THE JUDGES:

Nathan C. Staller



James A. O'Neill

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FOR THE ASSOCIATION:

Ralph A. Cacci



John Newdeck

1978 SALARY RANGES

	MINIMUM	2ND	3RD	4TH	5TH	6TH
	6762.	7335.	7911.	8485.	9058.	
	7073.	7670.	8266.	8863.	9464.	
	7398.	8021.	8641.	9264.	9885.	
	7741.	8391.	9038.	9688.	10,339.	
	8103.	8778.	9453.	10,127.	10,801.	
	8481.	9184.	9889.	10,591.	11,295.	
	8878.	9611.	10,346.	11,079.	11,812.	
	9236.	9997.	10,756.	11,517.	12,280.	
	9671.	10,466.	11,258.	12,052.	12,844.	
	10,130.	10,954.	11,779.	12,604.	13,432.	
	10,609.	11,469.	12,332.	13,195.	14,057.	
	11,112.	12,012.	12,912.	13,813.	14,715.	
	11,566.	12,500.	13,432.	14,365.	15,299.	16,234.
	12,118.	13,092.	14,067.	15,044.	16,019.	16,994.
	12,696.	13,716.	14,733.	15,752.	16,796.	17,787.
	13,303.	14,369.	15,434.	16,499.	17,564.	18,629.
	14,525.	15,679.	16,836.	17,989.	19,145.	20,300.
	15,223.	16,431.	17,639.	18,848.	20,058.	21,268.
	15,959.	17,220.	18,481.	19,744.	21,004.	22,265.
	17,541.	18,921.	20,304.	21,684.	23,069.	
	18,392.	19,836.	21,281.	22,727.	24,174.	
	19,284.	20,798.	22,311.	23,822.	25,337.	26,851.
	20,224.	21,807.	23,390.	24,973.	26,556.	28,139.

This schedule includes the \$500 increase to base salary for 1978 and C.P.I  
(Cost of living)

years = 2%  
years = 4%  
years = 6%  
years = 8%  
years = 10%  
years = 12%  
years = 14%